

The 25th February, 1986

No. 9/6/86-6Lab/1162.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Ambala, in respect of the dispute between the workman and the management of the Haryana State Urban Development Authority, Chandigarh:—

IN THE COURT OF SHRI V. P. CHAUDHARY, PRESIDING OFFICER, LABOUR COURT,
AMBALA

Reference No. 190 of 1984

between

SHRI GURDAYAL SINGH, WORKMAN AND THE MANAGEMENT OF THE
HARYANA STATE URBAN DEVELOPMENT AUTHORITY, CHANDIGARH

Present.—

Workman, in person.

Shri R. S. Sathi, for respondent.

AWARD

The Hon'ble Governor of Haryana in the exercise of his powers conferred,—vide clause (c) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947 has referred this dispute between Shri Gurdayal Singh, workman, and the Haryana State Urban Development Authority, Chandigarh to the Labour Court, Faridabad. The terms of the reference are as under:—

"Whether the termination of services of Shri Gurdayal Singh, workman, was justified and in order? If not, to what relief is he entitled?"

On constitution of Labour Court at Ambala in April, 1984, this reference was received by transfer.

Shri Gurdayal Singh, workman through his statement of claim alleged that he was employed in the service of the respondent-management on work charged basis. His appointment was subject to provisions of Haryana Urban Development Act, 1977, and the rules and regulations made thereunder. On 9th May, 1983 he was falsely implicated in a criminal case and thereafter respondent-management removed workman from his services with effect from 10th May, 1983 afternoon. It was further alleged that workman has put in service more than 240 days of the respondent management. So the provisions of section 25 (F) of the I. D. Act, 1947 were not followed before terminating his service, no pay in lieu of notice period or retrenchment compensation was paid to him. So the workman has prayed for his reinstatement with continuity of service with full back wages.

Respondent-management contested the case and contended that the reference is bad for non-joinder of necessary parties. In this case the Chief Administrator was necessary party to dispute, he was not impleaded as a party to litigation if was further contended that Labour Court has got no jurisdiction to try this case. It was also contended that the termination of the workman is according to the provisions of the work charged staff, so it was urged that the workman was involved in a police case. Keeping in view the report of the Police Inspector, the services of workman were terminated with effect from 10th May, 1983 in the terms and conditions of No. 6 of appointment letter. It was made clear to the workman that he will get 10 days notice period pay on furnishing no dues certificate.

It was also contended that provisions of Industrial Disputes Act, are not applicable to the workman. So he is not at all entitled to any relief under the Industrial Disputes Act, 1947.

Workman filed replication through which he controverted the allegations of the respondent-management.

On the pleadings of the parties the following issues were framed:—

Issues:

1. Whether the termination order, dated 10th May, 1983 regarding services of workman is justified as per reference; if not, its effect? OPM

2. Whether the application is bad for non-joinder of necessary parties as alleged? OPM
3. Whether Labour Court has got no jurisdiction to try this dispute as alleged? OPM
4. Relief.

I have heard the learned authorised representative of workman and Shri R. S. Sathi for the respondent management and have perused the oral and documentary evidence placed on the file. my issue-wise findings are as under:—

Issue No. 1:

In support of this issue management examined MW-1. Shri Satpal who stated that he brought copy of FIR-Exhibit-M1. He further stated that case pertaining to this FIR is pending in the Court of Shri S. S. Dhawan, JMFC, Ambala City. Exhibit M-2 Shri Ram Sarup brought the appointment letter of the workman. Photostate copy of same Exhibit M-2. he produced report of Chowkidar photo stat copy of the same Exhibit M-3. Photo-stat copy of order of Chief Engg. is Exhibit M-4. Copy of order of termination is Exhibit M-5. Termination order were received by workman,—vide receipt Exhibit M-6. In cross examination this witness stated that the department before terminating service of respondent did not issue any notice to workman but ordered the payment of 10 days pay in lieu of, notice period, this pay could not be disbursed to him because workman failed to submit no dues certificate.

AW-1 Shri Gardayal Singh appeared in the witness box, supported his claim. He in his cross-examination stated that he along with his co-workman never checked the trucks and never personated as R. T. A. to himself, and his co-workman never personated as members of staff of R. T. A.

In view of above evidence I would like to further refer here the provisions of Public Works Department code its para No. 1.129. Work establishment will include such establishment as is employed upon the actual execution, as distinct from the general supervision, of a specific work, of or sub-workers of a specific project or upon the subordinate supervision of departmental labour stores and machinery in connection with such a work or sub-works, provided that as an exception to the above, histries and makes employed in the interests of Government on the technical supervision of contractors work and Khalasis attached to subordinates for assisting them on works will be treated a work charged establishment. When employees borne on the temporary establishment are employed on work of this nature, their pay should, for the time being be charged direct to the work.

Members of the work charged establishment other than Road Inspectors, who are engaged on the footing of monthly servants will be subject to discharge at 10 days notice except in the case of serious misconduct or gross inefficiency (when no notice will be given) or on payment of pay for 10 days or for such period up to this extent as may be due to them in lieu of notice. Should they desire to resign they will be required to give 10 days notice or forfeit pay for this period or for such period up to this extent as may be due to them in lieu of notice.

In view of the above rules in PWD code when the workman was employed those terms and conditions were also mentioned in his appointment letter. Photostate copy of the same is Exhibit M-2. Condition, No. 8 reads that your services can be terminated with 10 days notice of termination without making payment of and pay if you feel to resign the post you will also have to give 10 day notice for leaving the job failing your pay for the said period or period failing which required notice shall be forfeited.

In view of above evidence and the provisions mentioned here the service terms and conditions of the workman are very clear. Since the workman was employed on work charged basis, so his services could be dispensed with 10 days notice or with immediate effect for making payment of 10 days pay.

In the case in hand service of the workman were terminated with immediate effect that is from 10th May, 1985 afternoon. With the direction that the workman shall be paid 10 days pay on producing the No Dues Certificate.

The case laws cited by the workman authorised representative that in this case the workman must have been paid the pay of notice period but department failed to do so. In these circumstances it was stressed that termination order be held unjustified. But I do not agree with the law cited by the authorised representative of the workman because the order of termination is very clear in which it has been ordered that 10 days pay be paid to the workman on producing No Dues Certificate. The law cited by the workman nowhere reads that No Dues Certificate was not a pre-requisite.

So in these circumstances the termination order is valid. The workman failed to produce No Dues Certificate, due to that fact 10 days pay in lieu of notice period cannot be paid to him which does not make termination order as illegal.

In the case in hand no show-cause notice or inquiry was required as per terms and conditions of the services of the workman. Accordingly, when a report received from the SHO that the workman personated himself as a RTA and the case has been registered against him and his co-workman, due to that fact services of workman and his co-workman were terminated.

Workman has produced copy of judgement from the Court of Shri Dhawan after hearing argument of this case. It was not tendered into evidence; even then I would like to make mention of the same. The last concluding para of the judgement reads that certain material witnesses were withheld by the prosecution and adverse inference of the same has to be drawn against the prosecution. It was also observed that the case of the prosecution is doubtful in the absence of withholding of material evidence so the Court after affording benefit of doubt acquitted workman and his co-workman. Where there is an acquittal of a workman after getting benefit of doubt in these circumstances that is not a clear cut acquittal for the purpose of service matter of a board employee.

In these circumstances I am of the confirmed view that the workman's services were terminated according to the terms and conditions of the service. Workman himself failed to produce No Dues Certificate so he could not be paid 10 days pay, in those circumstances, the termination order of service of workman is according to law. So this issue is decided in favour of, management and against the workman.

Issue No. 2:

The reference is bad for non-joinder of necessary parties in this case the Chief Administrator of HUDA was also necessary party but he was not impleaded so the reference is bad. This issue is also decided in the affirmative.

Issue No. 3:

The case in hand is covered under the Industrial Disputes Act, so this dispute is triable by this Court, so this issue is decided against the management.

Issue No. 4 Relief:

For the fore-going reasons on the basis of my issuewise findings I hold that the termination order is just and in order. I pass my award regarding the dispute in question accordingly.

Dated the 26th December, 1985.

V. P. CHAUDHARY,
Presiding Officer,
Labour Court, Ambala.

Endst. No. 3322, dated 31st December, 1985.

Forwarded (four copies), to the Financial Commissioner and Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

V. P. CHAUDHARY,
Presiding Officer,
Labour Court, Ambala.

No. 9/6/86-6Lab./1165.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Labour Court, Ambala, in respect of the dispute between the workman and the management of the Haryana Harijan Kalyan Nigam Ltd., S. C. O. No. 2425-26, Sector 22-C, Chandigarh :—

IN THE COURT OF SHRI V.P. CHAUDHARY, PRESIDING OFFICER, LABOUR COURT,
AMBALA

Reference No. 297 of 1984

(Old No. 29 of 1983)

between

SHRI BALJIT SINGH, WORKMAN AND THE MANAGEMENT OF THE HARYANA
HARIJAN KALYAN NIGAM LTD., S. C. O. 2425-26, SECTOR, 22-C, CHANDIGARH

Present:—

Shri Ajit Singh, for the Workman

Shri Arvind Goel, for the respondent.

AWARD

The Hon'ble Governor of Haryana in the exercise of its powers conferred,—*vide* clause (c) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947, referred dispute between Shri Baljit Singh, workman and the management of the Messrs Haryana Harijan Kalyan Nigam Ltd., Chandigarh, to Labour Court, Faridabad. The terms of the reference are as under :—

Whether the termination of services of Shri Baljit Singh, workman was justified and in order ?
If not, to what relief is he entitled ?

In April, 1984, Labour Court, at Ambala was constituted so this reference was received by transfer.

Baljit Singh, workman alleged that he joined the service of respondent-management on 23rd February, 1981 as a Clerk and thereafter his services were terminated on 12th April, 1982, illegally against all the canons of law, he prayed that his termination be declared illegal and he be reinstated with continuity in service as well as with full back wages.

Respondent management contended that, no doubt Shri Baljit Singh joined service of respondent-management through employment exchange on 23rd February, 1981. He was posted in the Harkalyan Binder and Printers, Panchkulla which is the concern of respondent-management. Workman was kept on one year probation, during the probation period, his work and conduct was found unsatisfactory which resulted in the termination of services of Baljit Singh.

Shri Baljit Singh filed replication through which he controverted the allegations of the respondent-management. On the pleadings of the parties, the following issues were framed :

Issues :—

- (1) Whether the termination order dated 12th April, 1982, regarding the service of workman Baljit Singh is justified, if not, its effect ? OPR
- (2) Relief ?

I have heard Shri A. S. Bagri, authorised representative of workman and Shri Aryind Goel, Legal Adviser of the respondent-management and have perused the oral and documentary evidence placed on the file. My issue wise findings are as under :—

Issue No. 1.

In support of his issue management examined MW-1, Shri Gulshan Sharma who stated that service of Baljit Singh terminated because his work and conduct during the probation period was found unsatisfactory.

On the other hand Shri Baljit Singh, workman appeared as AW-1. He stated that during his probation period no explanation was called by any officer, no warning was issued, he was never conveyed that his work was unsatisfactory. He tendered into evidence photo stat copy Ex-A-1 of the appointment letter and termination letter Ex. A-2.

The appointment letter clearly reads that Baljit Singh, has been kept on probation of one year, if he completes his probation period satisfactory. Then he shall be retained in service, in the event of resignation or discharge, one month notice will be required, one month pay and allowances in lieu of notice will be payable on either side. The terms and conditions which are mentioned in the appointment letter being not at all been disputed by either party. The question is whether the termination order in view of terms and conditions of appointment letter of Shri Baljit Singh is tenable or in other words is justified or not.

There is no doubt that services of Shri Baljit Singh were terminated because his work and conduct was found unsatisfactory, but the managing director has acted in haste and committed an error while passing the termination order of the service of Shri Baljit Singh. Because according to the terms and conditions the probation period of Shri Baljit Singh was coming to end on 22nd February, 1982 on that very day or before that his services could be terminated with immediate effect. But after that he was liable to be terminated after issue of one month notice or if his services were going to be terminated in these circumstances one month pay should have been paid to Shri Baljit Singh along with his termination and relieving letter. But this error has cropped up which goes against the management.

Much emphasis have been laid by Shri Ajit Singh Bagri that the letter of termination be held illegal and Shri Baljit Singh be got reinstated, but I do not agree with these arguments of Shri Ajit Singh because the management terminated services of workman on the plea that work and conduct of the workman was found unsatisfactory during the probation period. So it is not in the interest of services that an undesirable element should be thrust upon the management. In 1985 Supreme Court 603 Dhanji Bhai Vs. State of Gurjrat, it was observed that the function of the confirming employees the exercise of judgement by the confirming authority on the over all suitability of the employee for permanent absorption in the service.

In the case in hand since one month pay was not paid along with the termination order, so for that one month pay the workman is entitled to receive and the management is directed to make payment of the same as and when workman approaches to it, so this issue is decided accordingly.

Issue No 2 Relief.—

For the fore going reasons on the basis of the findings on issue No. 1, I hold that Shri Baljit Singh, workman is not at all entitled to his reinstatement with continuity in service and with full back wages. Because during the probation period his work and conduct was found most unsatisfactory however, he is entitled to one month notice pay. I pass my award regarding the dispute in question accordingly.

Dated, the 7th January, 1986.

V. P. CHAUDHARY,
Presiding Officer,
Labour Court, Ambala.

Endorsement No. 37, dated the 7th January, 1986.

Forwarded (four copies), to the Financial Commissioner and Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

V. P. CHAUDHARY,
Presiding Officer,
Labour Court, Ambala.

No. 9/6/86-6Lab/1166.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Labour Court, Ambala in respect of the dispute between the workman and the management of M/s Philadelphia Hospital, Ambala City:—

IN THE COURT OF SHRI V. P. CHAUDHARY, PRESIDING OFFICER, LABOUR COURT,
AMBALA

Reference No. 314 of 1984

(Old No. 25 of 1982)

SHRI CHAJJU RAM, WORKMAN AND THE MANAGEMENT OF THE MESSRS PHILADELPHIA
HOSPITAL, AMBALA CITY

Present :—

Shri Madhu Suden for the workman.

Shri U. Kant for the respondent.

AWARD

The Hon'ble Governor of Haryana in the exercise of its powers conferred,—vide clause (c) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947, referred dispute between Shri Chajju Ram, workman and the Messrs Philadelphia Hospital, to Labour Court, Faridabad. The terms of the reference are as under:—

Whether the termination of services of Shri Chajju Ram, workman, was justified and in order to ? If not, to what relief is he entitled ?

On constitution of Labour Court at Ambala in April, 1984, this reference was received by transfer.

Shri Chajju Ram workman alleged that he was employed as a watchman in the service of respondent management for the last more than two years. On 30th June, 1981 his services were terminated by the management illegally against the provisions of section 25 (F) of the Industrial Disputes Act, 1947. He also alleged that one Constable Sarup Lal opened fire in the Hospital premises at mid-night. He reported against that constable to the management on that account the management wrongly sided the constable and he was punished. He has prayed for his reinstatement with continuity in service and with full back wages.

Respondent management has contested this dispute and has contended that in fact Shri Chajju Ram was employed on contract basis (Six month basis) as a Chowkidar. When this contract period came to end he was issued a notice of 15 days and according to that he was removed from the service of management.

On the pleadings of the parties the following issues were framed :—

Issues—

1. As per reference.
2. Relief.

I have heard learned A. R.'S. of the parties and have gone through the evidence available on the file. My issue-wise findings are as under :—

Issue No. 1.

The onus of this issue was placed upon the respondent and the management was bound to establish that applicant was employed on contract of Six month basis and he was not in regular service of the management. To establish this fact management examined MW-1. Shri Jagbir accountant who stated that in addition to duty of Accountant, he used to supervise the work of Chowkidar who were in the service of management on contract basis and Shri Chajju Ram was one of them. Similar statement was made by MW-2 Shri Pritam Singh. Shri Chajju Ram appeared in the witness box as AW-1. He also could not afford to deny this fact. In other words in cross-examination he admitted that it is correct, that his services were on six month contract basis. He also admitted that before his contract came to end and a notice of 15 days was served upon him. And that notice is Ex-MW-1-1.

At the time of arguments the A. R. of workman laid his main stress that on the date of passing order Ex-A-1. Dr. R. Sukhnandan was not director of respondent-management. His services had been terminated by the management. But Shri Pritam Singh Superintendent Secretary of respondent-management appeared in the witness box in rebuttle. He made statement on oath that order dated 5th June, 1980. Photostat Copy of the same Ex-A-3 was never enforced. In other words he stated that it was cancelled by the respondent board and Shri Dr. R. Sukhnandan is still in service and is Director respondent-management.

This statement of Shri Pritam Singh coupled with the Photostat Copy of resolution is Ex-A-3 go un-challenged an un-rebutted.

Shri Chajju Ram, workman has himself admitted that he has been serving respondent-management on six month basis contract and he was in regular service of the respondent-management. He also admitted that a 15 days notice was served upon him before expiry of his contract. So it is clear that workman Chajju Ram has no relief against the management. The termination order of his contract is justified according to law and in order. So this issue is decided in favour of management and against the workman.

Issue No. 2 Relief.

For the fore-going reasons on the basis of my issue-wise findings on issue No. 1. Workman has got no relief against the management. So I pass my award regarding the controversy between the parties accordingly.

Dated 7th January, 1986.

V. P. CHAUDHRY,
Presiding Officer,
Labour Court, Ambala.

Endorsement No. 38, dated 7th January, 1986

Forwarded (four copies) to the Financial Commissioner and Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

V. P. CHAUDHRY,
Presiding Officer,
Labour Court, Ambala.

No. 9/6/86-6Lab/1169.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Office, Labour Court, Ambala in respect of the dispute between the workman and the management of M/s Baldev Metal Industries Works c/o United Enterprises, Jesico colony, Jagadhri.

IN THE COURT OF SHRI V. P. CHAUDHARY, PRESIDING OFFICER, LABOUR COURT,
AMBALA

Reference No. 219 of 1985

SHRI JEERAN WORKMAN AND THE MANAGEMENT OF THE MESSRS BALDEV METAL INDUSTRIES WOKKS, C/O UNITED ENTERPRISES, JESICO COLONY, JAGADHRI

Present:—

None for the workman.
None for respondent.

AWARD

The Hon'ble Governor of Haryana in the exercise of its powers conferred,—*vide* clause (c) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947, referred dispute between Shri Jee Ram workman and the Messrs United Enterprises Works, Jagadhri, etc. to this Court. The terms of the reference are as under:—

“Whether the termination order of services of Shri Jee Ram, workman is just and in order? If not, to what relief is he entitled to?”

Workman alleged that he was in the employment of respondent-management for the last 5½ year. His services were terminated on 27th May, 1985 in violation of section 25 (F) of the Industrial Disputes Act, 1947.

He prayed for his reinstatement with continuity in services and with full back wages.

Notices were served. Shri S. Bindra appeared for respondent No. 1, while respondent No. 2 absented in spite of service. *Ex parte* proceedings were taken up against the respondent No. 2. The case was fixed for filing reply for today. But neither workman nor his authorised representative and similarly neither respondent No. 1 nor his authorised representative appeared. So the reference is dismissed in default.

Dated the 8th January, 1986.

V. P. CHAUDHARY,
Presiding Officer,
Labour Court, Ambala.

Endst. No. 58—dated 8th January, 1986.

Forwarded (four copies) to the Financial Commissioner & Secretary to Government, Haryana, Labour & Employment Department, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

V. P. CHAUDHARY,
Presiding Officer,
Labour Court, Ambala.

The 26th February, 1986

No. 9/9/86-6Lab./1027.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workman and the management of M/s Subhadra Textiles, Sector 25, Ballabgarh:—

BEFORE SHRI R.N. BATRA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA,
FARIDABAD

Reference No. 320/1983

between

SHRI RAJA RAM, WORKMAN AND THE MANAGEMENT OF M/S SUBHADRA TEXTILES,
SECTOR 25, BALLABGARH

Present:—

Shri G. R. Arya, authorised representative along with Shri Raja Ram, workman concerned.
None, for the management.

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, the Governor of Haryana referred the following dispute between Shri Raja Ram, workman and the management of M/s. Subhadra Textiles, Sector-25, Ballabgarh, to this Tribunal for adjudication:—

Whether the termination of services of Shri Raja Ram was justified and in order? If not, to what relief is he entitled?

2. Notices were issued to both the parties. It may be mentioned that on the last date of hearing none appeared on behalf of the management even though they were represented previously and as such *ex parte* proceedings were ordered against them. Shri Raja Ram claimant has appeared as WW-1 stated that he was employed in the respondent factory on 1st January, 1980 and he was drawing Rs. 520 per month as wages. He further stated that on 19th January, 1983, he was turned out by the mana-

gement and that no notice or compensation was given to him. He further stated that he did not tender his resignation to the management nor any amount was received by him in full and final settlement of the claim. He also stated that he was unemployed and that termination of his services was illegal and that he be reinstated with full back wages.

3. The above testimony of Shri Raja Ram claimant WW-1 goes to show that he served the respondent factory from 1st January, 1980 to 18th January, 1983 and that he was turned out on 19th January, 1983. The case of the claimant is that he did not tender his resignation nor he received any amount in full and final settlement of his claim. His testimony further goes to show that the provisions of section 25-F of the Industrial Disputes Act, 1947, have not been complied with because no notice pay or compensation was given to him. As such, his services were terminated in violation of the provisions of section 25-F of the Industrial Disputes Act, 1947 and thus his termination of service was neither justified nor in order. Consequently, the claimant is entitled to reinstatement with full back wages. The award is passed accordingly.

Dated, the 27th January, 1986.

R. N. BATRA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

Endst. No. 63, dated 27th January, 1986.

Forwarded (four copies) to the Commissioner and Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

R. N. BATRA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 9/9/86-6Lab./1029.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workman and the management of M/s The Panipat Co-operative Sugar Mills, Ltd., Panipat :—

BEFORE SHRI R. N. BATRA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA FARIDABAD
Complaint No. 5/1982

between

SHRI RIKHI RAM, COMPLAINANT AND THE MANAGEMENT OF M/S THE PANIPAT
CO-OPERATIVE SUGAR MILLS, LTD., PANIPAT

Present :—

None.

AWARD

The present complaint was filed by Shri Rikhi Ram complainant against the management of M/s. The Panipat Co-operative Sugar Mills, Ltd., Panipat under section 33-A of the Industrial Disputes Act, 1947 on 3rd December, 1982, regarding refusal to take him on duty.

2. Notices were issued to both the parties. It may be mentioned that on the last date of hearing, none appeared on behalf of both the parties even though they were represented previously and as such, *ex parte* proceedings were ordered against them. It appears that both the parties are not interested in the complaint. The award is passed accordingly.

Dated, the 29th January, 1986.

R. N. BATRA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

Endst. No. 69, dated the 29th January, 1986.

Forwarded (four copies) to the Commissioner and Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under Section 15 of the Industrial Disputes Act, 1947.

R. N. BATRA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.